

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES 1 of 31 (including Section J)
	BB-6445-64-14-R-002	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		

**IMPORTANT - The "offer" section on the reverse must be fully completed by Offeror.**

4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO./N	6. PROJECT NO.
		NA	
7. ISSUED BY	CODE	8. ADDRESS OFFER TO	
International Broadcasting Bureau (IBB) Kuwait Transmitting Station American Embassy P.O. Box 77, Safat Kuwait 13001		International Broadcasting Bureau (IBB) Kuwait Transmitting Station American Embassy P.O. Box 77, Safat Kuwait 13001	
9. FOR INFORMATION Contact:	A. NAME	B. TELEPHONE NO. (Include area code) <b>(NO COLLECT CALLS)</b>	

**SOLICITATION**

NOTE: In sealed bid solicitations "offer" and "Offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*

The Contactor shall provide all supervision, labor, materials (except specified Government Furnished Materials), equipment, tools, supplies, documentation, shipping, transportation, services, permits, licenses, and all miscellaneous items to sand, scrape, clean, and paint specified antenna towers at the International Broadcasting Bureau's (IBB) Kuwait Transmitting Station, located northwest of Kuwait City, Kuwait. The Contractor shall complete all work, as described in Sections C and J, of this Solicitation document, the resultant contract, and the Contractor's proposal dated \_\_\_\_\_. The Government estimates contract award will fall between \$5000 and \$20,000.

11. The Contractor shall begin performance within **15** calendar days and complete the work within 45 calendar days after receiving  
☐ award, ☒ notice to proceed.  
 This performance period is ☒ mandatory, ☐ negotiable. **(See Section F.4)**

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS <b>21 Days</b>
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original to perform the work required are due at the place specified in Item 8 by 3:00 PM local time, Jun 10, 2014.. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the Offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee ☐ is, ☒ is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than **30** calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

**OFFER** *(Must be fully completed by Offeror)*14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*15. TELEPHONE NO. *(Include area code)*16. REMITTANCE ADDRESS *(Include only if different than Item 14)*

CODE

FACILITY CODE

17. The Offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government within \_\_\_\_\_ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the Offeror accepts the minimum in Item 13D.)*

AMOUNTS



18. The Offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGMENT OF AMENDMENTS***The Offeror acknowledges receipt of amendments to the solicitation -- give number and date of each*

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER  
*(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

**AWARD** *(To be completed by Government)*

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN  
*(4 copies unless otherwise specified)*ITEM  
Section G.225. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO  
☐ 10 U.S.C. 2304(c)( ) ☐ 41 U.S.C. 253(c)( )

26. ADMINISTERED BY

CODE

See Section G.3

27. PAYMENT WILL BE MADE BY

See Block 7

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

☒ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return one (1) copy to the issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

☐ 29. AWARD *(Contractor is not required to sign this document.)* Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*31A. NAME OF CONTRACTING OFFICER *(Type or print)*

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

BY

SECTION B  
PART 1 – THE SCHEDULE

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 The Contractor shall provide all necessary labor, equipment, tools, materials, supplies (except specified Government Furnished Materials), services, permits and supervision necessary to sand, scrape, clean and paint eight towers at the International Broadcasting Bureau's (IBB) Kuwait Transmitting Station, located northwest of Kuwait City, Kuwait City, at Highway 80 kilometer marker 13.5, north of Mutla Ridge. The Contractor shall complete all work in accordance with specifications found in Section C & J of this solicitation. The work shall be performed by the Contractor at the Firm-Fixed-Price (FFP) shown below.

**Firm Fixed Price: USD \$ \_\_\_\_\_**

Note: In pricing the above work, the Contractor shall assume that 95% of the surface area requires surface preparation and treatment (scraping and sanding and primer coating) prior to the application of the intermediate and finish coatings. Further, the contractor shall assume that 100% of the surface area will require surface treatment and primer coating prior to the application of the intermediate and finish coatings.

(End of Section B)

SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

**C.1. DESCRIPTION OF WORK:**

- 1.1 In compliance with Federal Aviation Administration (FAA) circular AC/70/7460-1K chapter 3, all tower structures shall be finish coated with alternating bands of ORANGE (#12197) and WHITE (#17875), per Federal Standard No 595. Each alternating band shall cover approximately 1/7 of the tower, with orange bands placed at the top and bottom of the tower. Those surfaces not requiring paint for marking purposes shall be painted white.

a) Tower Surfaces – For the purposes of this contract, the following items are to be considered components of the tower and shall be coated, as per section C.2:

All tower steel excluding metal surfaces meant to be in contact with each other.

b) Excluded surfaces – Notwithstanding coating requirements specified in the previous paragraph, the Contractor shall ensure the following materials are NOT damaged or coated in any way:

Flange surfaces on tower sections to be bolted together,

The surfaces of the swivel joint at the tower midpoint, and

The bottom surface of the tower base.

- 1.2 The following materials shall be provided by the contractor:

- a) Primer Coating (Ref: Section J.3)
- b) Intermediate Coating ( Ref: Section J.3)
- c) Finish Coatings: Orange #12197 & White #17875 (Ref: Section J.3)
- d) Paint Thinner

- 1.3 The Contractor shall produce, submit, or otherwise comply with the following requirements prior to being issued a Notice to Proceed (NTP). All items are subject to the approval of the Contracting Officer.

- a) Safety Plan Summary – The Contractor shall provide a *Safety Plan Summary* describing the Contractor's site supervisor's responsibilities, identifying reporting requirements for safety infractions, and certifying that all onsite contract personnel shall be made familiar with the policies and procedures of the Station Safety Plan (ref: Appendix J.7).
- b) Installation Plan – The Contractor shall submit a plan documenting the supplies, tools, techniques, and procedures to be employed while completing

the tasks identified under Section C.2. The Contractor shall submit product samples and/or the manufacturer's technical literature for approval if requested in writing by the Contracting Officer.

## **C.2 SPECIFIC WORK TASKS**

2.1 Tower Painting and preparation work, all necessary labor, equipment(except specified Government Furnished Materials, tools, materials, supplies), services, permits and supervision necessary to sand, scrape, clean and paint the eight towers as described in section J.1.

a) Surface Preparation & Specifications – The Contractor shall ensure tower surface preparation conforms with the paint system manufacturer's requirements and comply with the following specifications:

SSPC – SP1: Solvent Cleaning  
SSPC – SP2: Hand Tool Cleaning  
SSPC – SP3: Power Tool Cleaning  
SSPC – SP11: Power Tool Cleaning to Bare Metal

b) Tower Coating – Coatings shall be applied per the manufactures instructions, and comply with the specifications found under Exhibit J.3:

SSPC – PA1: Shop, Field, and Maintenance Painting of Steel  
SSPC – PA2: Measurement of Dry Coat Thickness with Magnetic Gages  
SSPC – PA, Guide 3: Safety in Paint Applications

## **C.3 REFERENCES**

- a) U.S. Department of Transportation Federal Aviation Administration, FAA Advisory Circular AC 70/7460 -1K
- b) American Society for Testing and Materials (ASTM) Publications, ASTM D4417-Method C
- c) Federal Standard No. 595
- d) SSPC from the Society for Protective Coatings

[END OF SECTION C]

SECTION D – PACKAGING AND MARKING

- D.1 PACKAGING – All design, construction, and construction management submittals required under this contract shall be packed for shipment to or from the United States or elsewhere in accordance with the Contractor's best standard commercial practice. Shipping containers for documents, materials, and equipment shall be so constructed so as to ensure acceptance by the carrier and safe transportation to the specified destination point. All packaging and shipping shall be performed in accordance with the manufacturer's written instructions and specifications.
- D.2 MARKING – All shipping containers shall be plainly marked to show the contract number, a brief description of the contents, quantity, and the Contractor's name and address.

(End of Section D)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

- (a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) Government inspections and tests are for the sole benefit of the Government and do not--
  - (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
  - (2) relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
  - (3) Constitute or imply acceptance; or
  - (4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) below.
- (d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.
- (e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size and performance tests shall be performed as described in the contract.
- (f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

- (g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.
- (h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (i) Unless otherwise specified, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

## E.2 FINAL INSPECTION AND TESTING

The Contractor shall give the Contracting Officer at least 7 calendar days advance written notice of the date that all work will be fully completed and ready for Final Inspection and all required Final Acceptance Tests.

## E.3 FINAL ACCEPTANCE

"Final Acceptance" shall take place at the Kuwait Transmitting Station site after all work has been fully completed and all "punch-list" items have been fully corrected by the Contractor. The Government's Final Acceptance shall be in writing by the Contracting Officer.

(End of Section E)



SECTION F - DELIVERIES OR PERFORMANCE

- F.1 PLACE OF DELIVERY OF DOCUMENT SUBMITTALS - All document submittals required hereunder shall be delivered F.O.B. Destination, within Consignee's Premises, to the following address:

Station Manager	- or -	Station Manager
International Broadcasting Bureau		IBB Kuwait Transmitting Station
Kuwait Transmitting Station		Embassy of the United States of America
Kuwait City		Kuwait City
Kuwait		Kuwait

- F.2 PROJECT RECORD DOCUMENTS

- (a) The Contractor shall store "record" documents separate from those used for construction.
- (b) Prior to Final Inspection and Testing, the Contractor shall submit pertinent project records to the Contracting Officer, along with a transmittal letter listing all such documents. These "record" documents shall include as-built mark-ups of contract drawings showing actual installed conditions, technical specifications for major equipment items, and all certificates of warranty.

- F.3 AS-BUILT DRAWINGS

The contractor shall provide As-built mark-ups only.

- F.4 52.211-10 Commencement, Prosecution, and Completion of Work (APR 1984)  
The Contractor shall be required to (a) commence work under this contract within 15 calendar days after the date the Contractor receives the Notice To Proceed (NTP), (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 45 calendar days following the issuance of the NTP. The time stated for completion shall include final cleanup of the premises.

- F.5 52.242-14 SUSPENSION OF WORK (APR 1984)

- (a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.
- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the

- administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.
- (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

#### F.6 NOTICE OF DELAY

If the Contractor becomes unable to complete the contract work at the time(s) specified because of technical difficulties, notwithstanding the exercise of good faith and diligent efforts in the performance of the work called for hereunder, the Contractor shall give the Contracting Officer written notice of the anticipated delay and the reasons therefore. Such notice and reasons shall be delivered promptly after the condition creating the anticipated delay becomes known to the Contractor, but in no event less than forty-five (45) days before the completion date specified in this contract, unless otherwise directed by the Contracting Officer. When notice is so required, the Contracting Officer may extend the time specified in the Schedule for such period as deemed advisable.

#### F.7 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEPT 2000)

- (a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of one hundred US Dollars (\$100) – or for local contractors, the Kuwait dinar equivalent for each calendar day of delay until the work is completed or accepted.
- (b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of Section F)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 ASSIGNMENT

This contract shall not be assigned, either in whole or in part, by the Contractor to a subcontractor without the written consent of the Contracting Officer.

G.2 SUBMISSION OF INVOICES

The Contractor shall submit a proper original invoice, as defined in the Federal Acquisition Regulations (FAR) Clause 52.232-27, Prompt Payment for Construction Contracts (OCT 2008), addressed to:

Station Manager	- or -	Station Manager
International Broadcasting Bureau (IBB)		IBB Kuwait Transmitting Station
Kuwait Transmitting Station		Embassy of the United States of America
Kuwait City		Kuwait City
Kuwait		Kuwait

G.3 CONTRACT ADMINISTRATION

The Contractor shall designate a company official the Government may contact during the performance period of this contract for prompt contract administration:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Address: \_\_\_\_\_

G.4 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The Contracting Officer shall be the person who signs the contract on behalf of the U. S. Government. The Contracting Officer may designate by letter to the contractor one or more persons to serve as the Contracting Officer's Representative (COR). Only these persons shall have any authority to coordinate and direct the contractor in performance of the work. The COR shall have authority only as stated in the letter from the Contracting Officer. The COR shall not have authority to delete work, make substantive changes, or to make final acceptance of any work. All other persons shall not have any such authority and the contractor shall not follow his instructions except in case of safety or emergency.

(End of Section G)

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

### H.1 PRE-CONSTRUCTION CONFERENCE

(a) As soon as practicable, but in any event not later than fifteen (15) calendar days after award of this contract, the Contractor and its principal on-site representative(s) shall meet for a "Pre-Construction Conference" with the Contracting Officer at the Kuwait Transmitting Station as directed by the Contracting Officer.

(b) Items to be discussed at this conference include, at a minimum, the following:

- (1) Scheduling of Work. Attendees will discuss and develop a mutual understanding of the scheduling of work to be performed under this contract, and security requirements.
- (2) Safety. The Contracting Officer will review the Contractor's safety and health procedures (i.e., Safety Plan Summary) and discuss the implementation of measures to be taken by the Contractor to control any unsafe or unhealthy conditions associated with the work to be performed under the contract.
- (3) Quality Assurance. The Contracting Officer shall reiterate surface preparation and application standards, and discuss quality assurance measures applicable to this contract.
- (4) Revision of Installation and Safety Plans, as described in Section C.1.3.
- (5) Any other topics deemed appropriate by either the Government or the Contractor.

### H.2 GOVERNMENT FURNISHED PROPERTY (i.e., MATERIALS, EQUIPMENT, AND ANY OTHER ITEMS)

- (a) The Government will furnish to the Contractor, at no cost, reasonable quantities of electric power for its temporary facilities, operation of power tools, testing of equipment, etc. The Contractor must extend wiring from the nearest available source at its own expense and remove same upon completion of the work. Extended power wiring must comply with applicable codes and must be coordinated with the Contracting Officer.
- (b) The Government will furnish to the Contractor, at no cost, reasonable quantities of water for its temporary facilities, etc. The Contractor must extend piping from the nearest available source at its own expense and remove same upon completion of work. Extended piping and plumbing must comply with applicable codes and must be coordinated with the Contracting Officer.

- (c) The Contractor shall submit any requests for utility (i.e., electricity, water, etc.) outages to the Contracting Officer in writing, at least 10 calendar days prior to the date of the required outage(s). For any requests deemed “urgent” that cannot meet the ten (10) day requirement, the Contractor may submit such requests via email or facsimile, with a hard copy follow-up submitted within 1 working day of the initial request. The Contractor may NOT proceed with related activities until such requests are approved by the Contracting Officer.
- (d) The Contractor shall be provided with Government Furnished Materials (GFM), if any, as per Section C – Description/Specifications/Work Statement.

### H.3 INSURANCE

- (a) The Contractor shall obtain prior to issuance of the Notice to Proceed, and maintain during the contract term, the following insurance:

- (1) General Public Liability Insurance

This insurance covers the legal liability of the Contractor for bodily injury and property damage involving third parties in connection with the business of the Contractor at his or her premises or elsewhere within the State of Kuwait

For each person injured: Minimum Insurance Coverage: KD 3,000 each accident

For each occurrence: Minimum Insurance Coverage: KD 3,000 each accident

For property damage: Minimum Insurance Coverage: KD 10,000 each accident

- (2) Motor Insurance (Third Party liability)

This indemnifies the legal liability of the Contractor to third parties for injuries or damage to property for all vehicles and equipment used by employees of the Contractor in the performance of this contract.

For each person injured: Minimum Insurance Coverage: KD 3,000 each accident

For each occurrence: Minimum Insurance Coverage: KD 10,000 each accident

For property damage: Minimum Insurance Coverage: KD 10,000 each accident

- (3) Worker's compensation and employer's liability insurance as required by Kuwait law for the protection of employees.

- (b) The Contractor shall provide the Contracting Officer with evidence of the above insurance coverage prior to the Government's issuance of the Notice To Proceed (NTP).
- (c) The forgoing insurance shall be in accordance and fully compliant with Kuwait Government laws and regulations.

- (d) All costs of the foregoing insurance coverage shall be paid for by the Contractor.

#### H.4 CONTRACTOR'S MOBILIZATION AREA

- (a) The Contractor is permitted to use the area identified by the Contracting Officer for operation of its equipment and shops, warehouse, and offices. The Contractor is cautioned that it shall be responsible for security within the contract limits. On completion of the contract, all facilities shall be removed from the mobilization area by the Contractor. The site shall be cleared of construction debris and other materials and the area restored to its final grade. The Contractor shall provide all utilities required to make the site self-sufficient.
- (b) The Contractor shall be responsible for the physical security of all material, supplies, and equipment in the Contractor's possession or located in the Contractor's on-site and off-site mobilization and work areas.
- (c) The Contractor shall control the movements and activities of its employees to protect the physical security of IBB property.

#### H.5 WORKING HOURS

The Contractor shall perform its site construction work during normal IBB business hours; currently between 8:00 a.m. to 4:30 p.m. except on U.S. Mission approved Kuwaiti and American holidays. Any on-site work by the Contractor outside of these hours must be coordinated in advance with, and approved in writing by, the Contracting Officer. Refer to Section J.3 for a list of U.S. Mission approved holidays. Please note the Kuwait work week is Sunday through Thursday.

#### H.6 SAFETY SUBMITTALS

- (a) All safety procedures and practices recommended by the equipment manufacturers in their installation and operations manuals shall be followed.
- (b) Accident Reporting - A copy of each "Accident Report", which the Contractor or Subcontractor submits to its insurance carriers, shall be forwarded to the Contracting Officer as soon as practicable, but in no event later than 7 calendar days after the date an accident occurs. Copies of each such report shall also be provided to the Contracting Officer within the above-stated time limitations. All lost-time injuries to Contractor or subcontractor personnel during project construction require the Contractor to submit an Accident Report as stated above.

#### H.7 ON SITE PERSONNEL & SUPERVISION

- (a) At all times when any work is being performed on site, the Contractor shall have a supervisor present and in charge of the work who has the capability of communicating in the English language, as well as the language of those performing the work. At any time the supervisor temporarily leaves the area of the work he shall designate an Acting Supervisor. The objective of this requirement is to have a designated person in charge of the work present at all times.
- (b) All work under this contract shall be performed in a skillful and workmanlike manner. All workmen shall wear shoes and proper clothing while accomplishing the work. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.
- (c) There shall be no drugs, liquor, fire arms or explosives on the work site at any time. All Contractor employees and vehicles are subject to being searched before they enter and when they depart the work site.

#### H.8 SITE SECURITY

- (a) The Contractor shall provide an acceptable security program to protect work, existing facilities and Government operations from unauthorized entry, vandalism, and theft. The Contractor shall coordinate this effort with the Contracting Officer and the Government facility's security personnel.
- (b) After award of the contract, the Contractor shall have ten (10) days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take ten (10) working days to perform.
- (c) All contractor personnel shall be identifiable by uniform and/or company identification card. All contractor personnel will be required to leave one identification document at the station's main entrance. This identification document can be retrieved at the end of the work day.
- (d) The Contractor shall designate an emergency contract official and provide his or her name and emergency after-work-hours telephone number to the Contracting Officer within five (5) workdays after issuance of the Notice-To-Proceed. The Agency's emergency contact point is the IBB Transmitting Station's Master Control Room which is operational 24 hours per day. The telephone number is +965-2456-2752/53/57.
- (e) The Contractor shall be fully responsible for site security of its materials and work from theft, fire, and vandalism.

## H.9 LANGUAGE

All correspondence, drawings, and other documents submitted by the Contractor shall be entirely in English, except as otherwise provided in this contract.

## H.10 COMPLIANCE WITH HOST COUNTRY RULES AND CUSTOMS

The Contractor shall abide by immigration, labor, employment, workman's compensation and insurance laws; comply with health and immunization certificates; get licenses and/or permits for construction; and comply with all customs and import rules. In addition, the Contractor shall comply with all requirements of the local utility company.

## H.11 CONTRACTOR'S USE OF IBB SITE

- (a) IBB will occupy and conduct normal business operations at the site during the entire contract performance period. Any work by the Contractor that could cause a disruption of normal operations must be coordinated with and approved by the Contracting Officer.
- (b) The Contractor's use of the IBB managed premises shall be limited to the immediate areas where the work is being performed and reasonable access routes to these areas. Use of toilet facilities, canteens, etc., at the existing station shall be as approved by the Contracting Officer.
- (c) During the contract performance period there may be other projects and Contractors working on these sites. Interface with such projects and Contractors shall be coordinated with the Contracting Officer.
- (d) The contractor shall coordinate hookup of temporary and new utilities with the Contracting Officer. Also all required utility outages must be coordinated in writing at least 24 hours in advance.

## H.12 52.236-8 OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor



shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

#### H.13 EXEMPTION FROM VALUE ADDED TAX (VAT)

Value Added Tax (VAT) shall not be included in the firm-fixed-price as it is not applicable to this contract. The U. S. Government is exempt from payment of taxes. In accordance with this regulation, all sales made by contractors or suppliers to the U. S. Government are subject to zero percent (0%) rate and are, therefore, not subject to the value added tax.

#### H.14 52.228-13 ALTERNATE PAYMENT PROTECTIONS (JUL 2000)

- (a) The Contractor shall submit one of the following payment protections:
  - (1) Letter of Guarantee
  - (2) Performance Bond
- (b) The amount of the payment protection shall be 20% (twenty percent) of the bid amount.
- (c) The submission of the payment protection is required within 21 days of contract award.
- (d) The payment protection shall provide protection for the full contract performance period plus a one-year period.
- (e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.
- (f) The Contracting Officer is also authorized to access funds in the event the Contractor's poor performance leads to the waste, failure, or otherwise loss of Government Furnished Materials (GFM), as identified in Section C.1.2 of this contract.

(End of Section H)

SECTION I – CONTRACT CLAUSES

52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/far/>

<u>CLAUSE NO.</u>	<u>CLAUSE TITLE</u>	<u>CLAUSE DATE</u>
52.203-3	GRATUITIES.	(APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES	(APR 1984)
52.203-7	ANTI-KICKBACK PROCEDURES	(JUL 1995)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	(SEP 2007)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT.	(DEC 2010)
52.215-8	ORDER OF PRECEDENCE -- UNIFORM CONTRACT FORMAT.	(OCT 1997)
52.225-13	RESTRICTION ON CERTAIN FOREIGN PURCHASES.	(JUN 2008)
52.232-5	PAYMENTS UNDER FIXED PRICE CONSTRUCTION CONTRACTS.	(SEP 2002)
52.232-23	ASSIGNMENT OF CLAIMS.	(JAN 1986)
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS.	(OCT 2008)
52.233-1	DISPUTES -- ALTERNATE I (DEC 1991).	(JUL 2002)
52.233-3	PROTEST AFTER AWARD.	(AUG 1996)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM.	(OCT 2004)
52.236-2	DIFFERING SITE CONDITIONS.	(APR 1984)
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK.	(APR 1984)

52.236-5	MATERIAL AND WORKMANSHIP.	(APR 1984)
52.236-7	PERMITS AND RESPONSIBILITIES.	(NOV 1991)
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS.	(APR 1984)
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES.	(APR 1984)
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS.	(APR 1984)
52.236-17	LAYOUT OF WORK.	(APR 1984)
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION.	(FEB 1997)
52.243-5	CHANGES AND CHANGED CONDITIONS.	(APR 1984)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	(DEC 2009)
52.246-21	WARRANTY OF CONSTRUCTION -- ALTERNATE 1 (APR 1984).	(MAR 1994)
52.249-10	DEFAULT (FIXED PRICE CONSTRUCTION).	(APR 1984)

(End of Section I)

SECTION J

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 Tower information:

A – Two towers are approximately 173 feet each – 1.5 inch diameter vertical members

B – Two towers are approximately 163 feet each – 1.75 inch diameter vertical members

C – Four towers are approximately 70 feet each – 1.5 inch diameter vertical members

Note – all eight towers are on the ground and do not require climbing.

All faces are approximately 32 inches – all smaller bracing is approximately 0.75 inches diameter.



Typical Top Sections of towers in J.1A and J.1B









Typical Base Section – all eight towers





Overall view of two of the towers

## J.2 Paint Specifications:

A. The primer shall be a single component moisture cure urethane base with a combination of organic zinc and micaceous iron oxide pigments. The primer shall be suitable for spot priming galvanized or bare steel that has complex geometry for grinding, power brushing, abrasive blasting, and other surface preparation methods. Also the primer shall be suitable for overlapping onto existing coatings. This primer will be used only for spot priming areas where the existing coating has been removed or otherwise damaged, not the entire surfaces.

B. The intermediate coat shall be a single component moisture cure urethane base with a combination of micaceous iron oxide and corrosion inhibiting pigments and resins designed for application over multiple primer/coating systems.

C. The topcoat shall be a single component gloss, aliphatic (organic) moisture cure urethane industrial maintenance coating with excellent resistance to UV, weathering and abrasion. The topcoat must be available in standard colors such as white and aviation orange, as described in section C.1.1.1 above..

Only single component coatings will be considered. No two-component coating requiring field mixing will be considered. All three coats shall be the product of a single manufacturer and be recommended for use together as a system. The coatings shall be capable of producing to total Dry Film Thickness (DFT) of not less than 10.0 mils for three coat application and 6.0 mils for two coat application (no prime coat).

The coatings shall be produced by an established manufacturer. The proposed coatings shall have a proven track record of successful use in similar tower and structural steel applications. The contractor will provide the brand name and product line of coatings intended to be used on this painting when submitting the proposal to IBB.

J.3 U.S. Mission Approved Holidays:

May 25, 2014 – Memorial Day

May 29, 2014 – Ascension Day

July 3, 2014 – Independence Day

July 28-30 2014– Eid Al-Fitr\*

August 31, 2014 – Labor Day

October 5-6, 2014 – Eid Al-Adha\*

October 12, 2014 – Columbus Day

October 26, 2014 – Islamic New Year

November 11, 2014 – Veteran’s Day

November 27, 2014 – Thanksgiving

December 25, 2014 – Christmas Day

\*Religious holidays in Kuwait are subject to change as they are governed by the lunar



Calendar and exact dates must be confirmed by religious authorities.

- J.4 Directions to Project Site: Depart Kuwait City via west on 4<sup>th</sup> Ring Road, 5<sup>th</sup> Ring Road or 6<sup>th</sup> Ring Road and proceed to Highway 80 North toward Abdaly. Station is on the east side of Highway 80 and the entrance road is at kilometer 13.5.

(End of Section J)

## SECTION K

### REPRESENTATIONS, CERTIFICATIONS & OTHER STATEMENTS OF OFFERORS

- K.1 52.203-2 Certificate of Independent Price Determination. (Apr 1985)

(a) The offeror certifies that—

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision

\_\_\_\_\_ *[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or*

*proposal, and the title of his or her position in the offeror's organization];*

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

## K.2 Progress Payment Certification

As per contract clause 52.232-5 *Payments under Fixed-Price Construction Contracts*, paragraph (c) *Contractor Certification*, the contractor shall provide the following certification with each progress payment request:

I hereby certify, to the best of my knowledge and belief, that—

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

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(Name)

---

(Title)

---

(Date)

(End of Section K)

SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed-price contract resulting from this solicitation.

(End of provision)

L.2 52.233-2 SERVICE OF PROTEST (SEP 2006)

- (a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Broadcasting Board of Governors, Office of Contracts, 330 C Street, S.W., Room 4300, Washington, D.C. 20237.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

L.3 52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

- (a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms; and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.
- (b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--
  - (1) Lump sum price;
  - (2) Alternate prices;
  - (3) Units of construction; or
  - (4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.
- (c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.
- (d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of provision)

L.4 52.236-27 Site Visit (Construction), Alternate I. (Feb 1995)

- (a) The clauses at [52.236-2](#), Differing Site Conditions, and [52.236-3](#), Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors are urged and expected to inspect the site where the work will be performed.
- (b) A site visit, with the submissions of questions to the Contracting Officer can be scheduled by contacting the Kuwait Transmitting Station.
- (c) Participants will meet at the front gate of the IBB Kuwait Transmitting Station, Highway 80 at kilometer marker 13.5, northwest of Kuwait City.
- (d) To gain access to the station, Offerors must contact the following person(s) to facilitate access through security and to obtain directions, if necessary. Offerors that have not notified the station accordingly shall be denied access.

Ahmed Ayyash– Purchasing Agent

Telephone: +965-2456-2752/53/57

Fax: +965-2456-2754

E-mail: Ahmed Ayyash <aayyash@bbg.gov>

L.5 LANGUAGE AND CURRENCY DENOMINATION

All offerors shall submit their offer, reply to any amendments to the solicitation, or make adjustments or changes to its offer and any resultant contract in the English language. All prices and price breakdowns submitted by all offerors shall be in U.S. Dollars. Payments made to local Contractors shall be in the Kuwaiti dinars equivalent, using the exchange rate present at the time of invoice payment approval.

L.6 PROVISION OF REQUESTED INFORMATION

Offerors are cautioned to read all instructions, terms, conditions, and other provisions of this solicitation in their entirety, and to provide all price and accompanying technical information/data requested herein. Offerors are advised that any remarks and explanations made during their site visit will not change or qualify in any manner the terms and conditions of this solicitation. Any questions or clarifications desired by an Offeror shall be submitted to the Contracting Officer in writing by 2:00 PM, ten days after the date of publication. This solicitation and its inclusive Statement of Work and General Specifications will remain unchanged unless the solicitation is formally amended in writing.

## L.7 SOLICITATION QUESTIONS

Questions concerning this solicitation shall be submitted in writing to the Contracting Officer. Responses to questions will be promulgated via a written Amendment to the Solicitation. Written questions will not be accepted after the 7th calendar day before the deadline for the Contracting Officer's receipt of offers.

## L.8 TECHNICAL PROPOSAL

Each Offer shall include a Technical Proposal that includes the following information:

1. Installation Plan (Ref: C.1.3.d) – A description of the equipment and methods the contractor will use to perform the work.
2. Resources – A description of the resources available to the contractor to perform this project. This should include equipment, personnel, and management resources.
3. Experience & Background – A list of ongoing and recent similar projects. Point of contact information should be given for at least three projects.
4. A summary describing contractor implemented safety practices, personnel responsibilities, and a certification of contractor personnel adherence to station safety policies (Ref: Attachment J.7, Station Safety Plan, SMI-301).

## L.9 CONTENT OF PRICE PROPOSALS

Offerors are required to complete the reverse side of this solicitation's cover page, Standard Form 1442 (Solicitation, Offer, and Award). In addition, Offerors shall submit price breakdown according to Section B.

(End of Section L)

## **SECTION M - EVALUATION FACTORS FOR AWARD**

### **M.1 BASIS OF AWARD**

As prescribed in FAR 15.302, the objective of source selection is to select the proposal that represents the "Best Value" to the Government; i.e., the greatest overall benefit in response to the requirement. For this Solicitation, "Best Value" will be determined by: (a) the Offeror's ability to meet the "Other Award Factors" listed below in Section M.6; (b) the proposed firm-fixed-price; and (c) the sufficiency of the Offeror's technical proposal evaluated as stated below in Section M.3.

### **M.2 PROPOSAL EVALUATION**

For overall proposal evaluation purposes, technical evaluation is weighted as more important than price evaluation.

### **M.3 TECHNICAL PERFORMANCE EVALUATION CRITERIA**

Technical Evaluation Criteria listed below will be used to evaluate Technical Proposals:

1. The materials, equipment, and methods the contractor will use to perform the work.
2. The resources available to the contractor to perform this project. This includes equipment, personnel, and management resources.
3. The contractor's performance on ongoing and recent similar projects.

### **M.4 NEGOTIATION**

- (a) If discussions are necessary, the Contracting Officer will enter into such discussions (concerning both cost/price and technical issues, if any) with those offerors whose responses to the Request for Proposals fall within the competitive range. The competitive range will be established by the Contracting Officer after evaluation of technical and price/cost proposals. The Contracting Officer will determine which proposals are in the competitive range in accordance with the procedures set forth at FAR 15.306(c)(2).
- (b) All offerors in the competitive range will be given the opportunity to submit clarifications, revisions, or corrections to its proposal (referred to as the "Final Proposal Revisions"). All such offerors will be informed of the closing of negotiations and establishment of a date and time for receipt of Final Proposal Revisions, which will be common to all offerors, and will be the final date and time that revisions, changes, or additions to initial proposals will be accepted by the Government.

#### M.5 FINAL PROPOSAL REVISIONS

Prospective offerors are herein notified that if Final Proposal Revisions are requested by the Government, there may be a short submission time for these Final Proposal Revisions. Offerors shall be prepared to make such possible re-submissions within 3 working days of notification by the Government.

#### M.6 OTHER AWARD FACTORS

(a) The Contracting Officer will consider several factors in the selection process which are important, but not quantified, such as:

- (1) Agreement to the general and special contract provisions;
- (2) Period of performance acceptable to the Government;
- (3) Pre-award clearances, determinations, and approvals required by Federal Acquisition Regulations, e.g., responsibility determinations pursuant to FAR Subpart 9.1;
- (4) Circumstances which create the appearance of conflict of interest with an Offeror.

(b) Failure of the Offeror to comply with these requirements may result in rejection of its proposal.

(End of Section M)